

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

HAMMER LGC, INC.
 Attn: (b)(4)
 P.O. BOX 557
 SAMSON AL 364771152

15. TELEPHONE NO. (Include area code)

(b)(4)

16. REMITTANCE ADDRESS (Include only if different than item 14.)

HAMMER LGC, INC.
 P.O. BOX 557
 3348982700
 SAMSON AL 364771152

CODE (b)(4)

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in item 13d. Failure to insert any number means the offeror accepts the minimum in item 13d.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

20b. SIGNATURE

20c. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

\$252,796.72

23. ACCOUNTING AND APPROPRIATION DATA

See Schedule

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c) () ☐ 41 U.S.C. 253(c) ()

26. ADMINISTERED BY

CODE

CPOD

27. PAYMENT WILL BE MADE BY

CPOD
 US Environmental Protection Agency
 Cincinnati Procurement Operations
 Division
 26 West Martin Luther King Drive
 Cincinnati OH 45268

RTP Finance Center
 US Environmental Protection Agency
 RTP-Finance Center (D143-02)
 109 TW Alexander Drive
 Durham NC 27711

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE☐ 28. NEGOTIATED AGREEMENT

(Contractor is required to sign this document and return _____ copies to issuing office.)

Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations,

☒ 29. AWARD

(Contractor is not required to sign this document.)

Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31a. NAME OF CONTRACTING OFFICER (Type or print)

William J. Wise

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

31c. DATE

BY

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

EP-C-11-044

PAGE

OF

3

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NAME OF OFFEROR OR CONTRACTOR

HAMMER LGC, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>To install and retrofit parking lot security lights at 540 South Morris Avenue, Montgomery, AL Max Expire Date: 12/15/2011 FOB: Destination Period of Performance: 08/15/2011 to 12/15/2011</p> <p>Demo current parking light fixtures. Install new solar parking lot light fixtures, per Statement of Work. Obligated Amount: \$252,796.72</p> <p>Accounting Info: 11-D-51CTCUF-ZZZG73L-3212-1151BFS035-001 BFY: 11 Fund: D Budget Org: 51CTCUF Program (PRC): ZZZG73L Budget (BOC): 3212 DCN - Line ID: 1151BFS035-001 Funding Flag: Partial Funded: \$252,796.72</p> <p>The obligated amount of award: \$252,796.72. The total for this award is shown in box 22.</p>				252,796.72

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73) (APR 1984) DEVIATION**

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 13,436 direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

B.2 WORK ASSIGNMENTS (EPAAR 1552.211-74) (APR 1984)

(a) The Contractor shall perform work under this contract as specified in written work assignments issued by the Contracting Officer.

(b) Each work assignment will include (1) a numerical designation, (2) the estimate of required labor hours, (3) the period of performance and schedule of deliverables, and (4) the description of the work.

(c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within five (5) calendar days after its receipt. The Contractor shall begin work immediately upon

receipt of a work assignment.

Within twenty-five (25) calendar days after receipt of a work assignment, the Contractor shall submit one (1) copy(ies) of a work plan to the Project Officer and one (1) copy(ies) to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate.

Within twenty-five (25) calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor.

If the Contractor has not received approval on a work plan within twenty-five (25) calendar days after its submission, the Contractor shall stop work on that work assignment. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan.

(d) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(e) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

B.3 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)

(a) The estimated cost of this contract is (b)(4)

(b) The fixed fee is (b)(4)

(c) The total estimated cost and fixed fee is \$1,209,619.00.

B.4 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of (b)(4) is allotted to cover estimated cost. Funds in the amount of (b)(4) are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through June 30, 2011.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

(c) The parties agree that if the contractor's incurred costs are less than the total amount allotted to the contract as set forth in paragraph (a) above, the contractor shall only be entitled to receive payment in the amount that represents its allowable incurred costs and associated fixed fee.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.

16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

C.2 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.210-79) (JUN 1996)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(5) Services that are subject to the Brooks Act of 1965, as amended (Pub. L.89-306).

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise

Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document is only available through electronic access.)

(c) Printed Documents. Documents listed in (b) (1) and (b) (2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access.

(1) Internet. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System, as well as the two other EPA documents noted in this clause, is maintained on the EPA Public Access Server on the Internet. **Gopher Access:** gopher.epa.gov is the address to access the EPA Gopher. Select 'menu keyword search' from the menu and search on the term 'IRM Policy'. Look for *IRM Policy, Standards and Guidance*. **World Wide Web Access:** <http://www.epa.gov> is the address for the EPA's www homepage. From the homepage, search on the term 'IRM Policy' and look for *IRM Policy, Standards and Guidance*.

(2) Dial-Up Modem. All documents, including the listing, are available for browsing and electronic download through a dial-up modem. Dial (919) 558-0335 for access to the menu that contains the listing for EPA policies. Set the communication parameters to 8 data bits, no parity, 1 stop bit (8,N,1) Full Duplex, and the emulator to VT-100. The information is the same whether accessed through dial-up or the Internet. For technical assistance, call 1-800-334-2405.

C.3 Statement of Work

Technical Support and Program Management Services
For the Office of Compliance
Statement of Work

I. Scope

The purpose of this procurement is to provide technical, analytical and enforcement support to the U.S. Environmental Protection Agency's (EPA) Office of Compliance as well as other enforcement and compliance stakeholders in Headquarters, Field and Regional Offices. This contract requires the contractor to perform work in

the following task areas:

- Task Area I - Trainings/Meetings/Workshops
- Task Area II - Data Management
- Task Area III - Targeting and Data Analysis
- Task Area IV - Compliance Monitoring Support
- Task Area V - Compliance Assurance
- Task Area VI - Outreach
- Task Area VII - Planning, Measurement, Program Management and Analysis Support

The Contracting Officer will issue Work Assignments (WA) for all work required under this contract in accordance with the terms and conditions of the contract. Unless otherwise specified in the work assignments, the end product for each work assignment shall be delivered in hard copy and in MS Word, Excel, Powerpoint, electronic format or another format, on CD or DVD, or another format e.g., pdf, Access, dBase, html, consistent with the contents of the product. Products will be Section 508 compliant if they are web-based.

The contractor shall submit all work products in draft for review and approval by appropriate Government personnel prior to preparation and issuance in final, in accordance with the terms and conditions of the contract. The Government will make all final determinations and decisions after a critical and close review of the contractor's work product and reasons/basis for the contractor's recommendations. The contractor shall not represent itself as EPA to outside parties. To maintain public trust, the contractor shall identify themselves as agency contractors at the onset of any communications with outside parties.

II. Background

The Office of Compliance (OC), under the supervision of a Director, reports to the Assistant Administrator for the Office of Enforcement and Compliance Assurance (AA/OECA). OC serves as the principal advisor to the AA/OECA on the implementation and oversight of activities related to compliance with EPA's environmental laws, including: the Clean Air Act (CAA); Clean Water Act (CWA); Oil Pollution Act (OPA); Federal Insecticide, Fungicide and Rodenticide Act (FIFRA); Resource Conservation and Recovery Act (RCRA); Safe Drinking Water Act (SDWA); and the Toxic Substances Control Act (TSCA) including the Asbestos Hazard Emergency Response Act (AHERA) and the Residential Lead-Based Paint Hazard Reduction Act.

The Office of Compliance (OC) serves as the national technical expert, in coordination with the Agency program offices, on all matters relating to media program compliance activities and is responsible for designing and implementing compliance assurance programs, including environmental problem and/or sector oriented programs. OC works with other OECA offices, programs, regions, states and tribes to address and enhance regulatory compliance among all segments of the regulated community. OC is the OECA lead for compliance and enforcement strategic planning and targeting processes and provides policy and interpretive guidance, direction and oversight to Regional, State and Tribal enforcement programs on national program priorities. OC establishes inspection priorities and policies; supports compliance monitoring in Regions, States and Tribes; targets compliance assistance initiatives and specialized training to Regions/States/Tribes and the

regulated community along sector and media lines; develops, implements and assesses accurate measures of compliance with and enforcement of environmental statutes; manages data collection, quality assurance, analysis and use of national compliance and enforcement data; integrates and modernizes data systems in order to provide compliance and enforcement information for program management and performance purposes and makes information available to the public. OC is also responsible for the provision of training to enforcement personnel through the National Enforcement Training Institute (NETI).

III. Task Descriptions

This section describes the primary task areas within the contract Statement of Work. The Government may order work within any of these task areas at any time during the contract performance period with completion required as specified in written Work Assignments or technical direction forms (TDFs).

EPA will make available to the contractor all applicable technical documents, analytical methods, standard operating procedures (SOPs) and work rules, either in hard copy or electronic format. The Contractor is responsible to become familiar with all applicable environmental laws, regulations and related documents; environmental and facility management systems and standards; audit practices, processes and techniques; technical, scientific, legal terms and concepts; and environmental science and technology.

Task Area I Training/Meetings/Workshops

The Contractor shall conduct training and otherwise assist the program staff in the development and delivery of selected new training courses, and the modification of existing courses in support of the program's mission and various functions. The target audience for these courses include: industry, Indian tribes, EPA personnel, states, environmental justice community groups, labor groups, state environmental associations, and other environmental groups. Course topics include: implementation and management of enforcement and compliance assistance programs, measurement training in support of Government Performance Results Act (GPRA) goals, data systems used and/or managed by the program, and "train-the-trainer" courses for Regional and Headquarters personnel who will subsequently lead courses. Classroom courses will range in size from approximately 25 to 100 students per class. Non-classroom courses (delivered via computer, web, or other technology) will target the same audiences and will be designed to serve larger numbers of students per course. The contractor shall assist by performing the activities listed below:

1. Design and conduct training needs assessments, conduct focus groups, on-line forums, or other meetings to assess audience training needs;
2. Perform cost-effectiveness analyses to permit comparisons of alternative training systems and methods.
3. Design and develop new training courses, self-instructional material, and/or refine existing training courses, for delivery of classroom, computer-based, disc-based, and web-based training. Produce storyboards, programming, interim

drafts, beta programs and sites, as well as final products. All final packages shall include all associated development files and code in formats specified by the particular project. OC has successfully delivered training using a wide variety of platforms (classroom, Computer-Based Training (CBT), Web-Based Training (WBT), videotape, videoconference, webinar, satellite, practical field exercise, and self-instruction). OC intends to maintain these options while expanding opportunities through new technologies and strategies (mobile/PDA, High Def, etc). Most products will need some integration or reference to the NETI Online University website. Delivery modes for courses may include the following:

a. Printed course materials (e.g. training manuals, handbooks, slides) and electronic visual presentations (e.g. slides and video)

b. CBT Course(s) delivered on CD/Rom, DVD, with text, slides, graphics, animation, and video

c. WBT Course(s) delivered on-line with text, slides, graphics, animation, video, course tracking capability, testing/scoring, and completion certification

d. Audio and video components that can either stand alone or be included in other training products. (Format could include VHS, WMV, WAV, MPEG, MOV, VOB)

e. Webcasts/Webinars -Real-time training segments occurring with audio conferencing at a central web-site allowing many users to hear and see presentation

f. Previously recorded webcasts/webinars

g. Podcasting of training events

h. Advanced Interactive - Virtual Reality/Gaming Scenarios, WEB 2.0, and Expert Systems

i. On-line training and certification

4. Assist in the logistics for courses, including development, refinement, assembly and delivery of materials in the form of manuals, CD-ROMs, and DVDs, instructor materials and presentations posted on-line, guides, announcements, audio/visual aids, graphics, name lists, name tags, name tents, and certificates of completion;

5. Provide systems demonstrations and training in the use of new data or other electronic systems, of existing data or other electronic systems, interface or bridge systems, or new technologies to detect pollutants in air, water or land, etc. (See Sec. V. References for a detailed description of operating systems).

6. Recommend performance-based, measurable training objectives and provide the support to collect data on whether those objectives were met;

7. Identify, develop and configure necessary hardware and software and develop bulletin board systems including the implementation, of and improvements to, a system for placing information on the Internet and Intranet. (See URL link

www.epa.gov/compliance/training for possible types of training requirements.)

8. Conduct training sessions in the form of classes, seminars, workshops, and symposia at EPA facilities and/or hotels in the Washington, D.C. area, at EPA Regional offices, and other U.S. locations convenient to the students.

9. Assist EPA staff in the coordination of workshops/meetings for approximately 50 to 200 participants. These workshops/meetings target audiences include: EPA Regions, Headquarters staff, and state environmental associations. A broad range of topics relating to the program's mission and functions may be the focus of meetings and workshops. The Contactor shall assist by performing the activities listed below:

a. Conduct workshops/meetings sessions in the form of seminars, workgroups, conferences, and symposia at EPA facilities and/or Hotels in the Washington, D.C. area, EPA Regional offices, and possibly state agencies.

b. Facilitate meetings, help with developing agenda items, taking notes and providing a summary report with follow-up and action items. Meetings may occur at EPA facilities and/or Hotels in the Washington, D.C. area, EPA Regional offices, and other locations in the U.S. convenient to the students.

Task Area II Data Management

The data management program develops and executes targeting analyses to help OECA and EPA Regional Offices identify, evaluate, and track potential environmental violations and environmental problems. In addition, OC collects and analyzes data to assess the Agency's enforcement and compliance performance. The contractor shall assist by providing support in the following areas:

1. Data Entry/Data Analysis. The Contractor shall perform data and systems analysis, systems updates and data input for the various systems that support OECA, such as AFS, ECHO, SSTS, RCRA Info, PCS, ICIS, and OTIS (See V. References for a detailed description of operating systems). Examples of data entry analysis include data screening, data usage, trend analysis, statistical analysis, formatting, coding, selective retrieval, and preparation of special displays. The Contractor shall also provide support in reviewing, organizing, and summarizing materials received. In addition, data analysis tasks include studies and assessments of the quality of the data and how it can be maintained and improved.

2. Requirements Analysis/Feasibility Studies. The Contractor shall perform requirements analyses and feasibility studies on the various information systems used by OECA, including risk assessment plans, security plans and alternative analysis. Tasks under this section will involve the development of option papers, strategies or pilot programs to be used in enhancing, modifying, or changing existing systems. This support may also be required for new systems deemed necessary by OECA.

3. User Support. The Contractor shall support OECA data management training needs by providing training and support to EPA and/or state personnel. The Contractor shall develop instructional materials, self-guided tutorials, and reference guides to accompany their data management training. The Contractor shall also

provide telephone and hotline support as required by specific projects for the aforementioned materials, tutorials, and guides while supplying classroom instruction support on data management.

4. Data Exchange. The Contractor shall assist EPA in the exchange of information among various data systems such as IDEA, AFS, RCRA Info, ICIS-NPDES, ICIS, CDX, Census, NCDB, TSCA chemical imports with Customs, and organizations within EPA, and between EPA and other facilities. The Contractor shall provide a format for exchanges of data between the systems, offices, and agencies specified in work assignments. The Contractor shall also adhere to the security requirements of the individual Federal agencies. The Contractor shall assist on data exchange and development projects that improve the ability of EPA to collect information electronically from the regulated community, or states, or provide better electronic access to EPA documents.

5. Software Development/Programming Support. The Contractor shall provide expertise in the area of software development and programming support for the information systems residing within OECA, to include providing regional computer capability for compliance tracking and reporting to OECA systems (See V. References for detailed descriptions of operating systems.) This support shall include actual software development as well as testing, debugging, and installation of the software. The Contractor shall also provide analysis, revision and development of reports, forms, and accompanying instructions for the modules of the indicated systems. The Contractor shall maintain OECA systems that reside both on EPA servers, and other servers (such as the Veteran's Administration).

6. Other. The Contractor shall provide support in the areas of information engineering, case tool development and prototyping, and industry sector database development. Databases supported include or may include the following compliance databases: PCS, IDEA, OTIS, ECHO, SDWIS, LISA, AFS, ICIS, ICIS-NPDES, NetDMR, NCDB, RCRA Info AND SSTs (See V. References for detailed description of systems.)

Task Area III - Targeting and Data Analysis

The Contractor shall perform assorted analytical, review or investigatory tasks to assess and evaluate compliance with the statutory, regulatory, and permit requirements under all environmental statutes, including cases in which there is an enforcement order or agreement. The Contractor shall perform the following:

1. Analysis and documentation of specific and general data to help EPA identify non-complying sectors, geographic areas, environmental justice areas, new technologies that may cause environmental problems such as biotechnology, nanotechnology, alternative energy, aquaculture, etc. at specific facilities.

2. Review of compliance with required reporting or record-keeping requirements under any of the environmental statutes. For example:

- a. CWA NPDES: Analysis of Discharge Monitor Reports (DMRs), NPDES and wet weather program reports (CSO, SSO, storm water, and CAFO) to assess potential non-compliance of industrial, municipal, and other facilities

- b. EPCRA: Review EPCRA emergency release reporting for an industry sector

and identify any trends or outliers which may indicate compliance issues. The Contractor may be required to develop improvements in OECA's capacity to integrate compliance and enforcement data with pollutant release and ambient condition data.

c. CAA: Assess potential non-compliance of industrial, municipal, and other sources with requirements of NSPS/NSR/PSD, NESHAP/MACT, stratospheric ozone, 112r, asbestos demolition and renovation, CAA Title V certifications, stack testing, excess emissions, and green house gas reporting.

d. The contractor may be tasked with similar assessments for RCRA, SDWA, FIFRA, TSCA, or on a multi-statute basis.

3. Perform identification and analysis of specific processes within industries, such as petroleum refining, chemical manufacturing, and auto manufacturing. In cases where compliance is difficult, expensive, or controversial to maintain, identify the appropriate efforts necessary to achieve compliance.

4. Perform compliance screening that allows EPA to understand whether applicants for environmental award programs meet program requirements.

Task Area IV - Compliance Monitoring Support

The Contractor shall perform assorted analytical, review, or investigative tasks to ensure compliance with enforcement actions, enforcement agreements, enforcement orders, and permit and reporting requirements across the statutory and regulatory requirements.

The Contractor shall provide multi-disciplinary and multi-media support in the following areas:

1. Develop compliance inspection and evaluations manuals, checklists and tools to assist civil compliance inspectors;

2. Develop training for inspectors on how to conduct compliance inspection, evaluations and investigations;

3. Assist EPA personnel by conducting compliance inspections/evaluations, multi-media compliance inspections, civil compliance investigations, and Environmental Management Systems (EMS) audits.

a. Review the necessary information from each facility to gain a basic understanding of the facility's processes, standard operating procedures, and regulatory requirements;

b. Either follow an established inspection, evaluation, or audit protocol or recommend one that addresses the applicable environmental requirements, environmental issues, chemical characterization/toxicological issues, and potential risks at the facility;

c. Use the inspection, evaluation, or audit protocol to conduct analytical reviews of comprehensive compliance or EMS audit/inspections;

d. Provide technical support in gathering pre-inspection, evaluation, or

audit information, follow or develop the inspection, evaluation, or audit protocol, and prepare inspection, evaluation, or audit reports based on direction provided by HQ or regional work assignment managers;

e. Review inspection, evaluation, or audits conducted by the regulated community to verify that a facility's compliance or EMS audits are conducted in accordance with EPA standards.

1. Review inspection, evaluation, or team credentials and protocols prior to conducting the specific activity;
2. Attend and observe the opening conference(s) of the inspection, evaluation, or audit.
3. Participate in conducting or observing on-site compliance inspections or evaluations, and EMS audit activities;
4. Provide analytical laboratory support such as analyzing air emissions data generated by private testing laboratories.
5. Conduct modeling analyses to determine environmental effects of pollutants in facility discharges and emissions on ambient air, water, soil and ecosystem quality.
6. Attend and observe the closing conference(s) of the compliance inspection or evaluation or EMS audit;
7. Prepare a report on the quality of the inspection, evaluation, or audits.
8. Provide scientific experts for data verification and conduct inspections in such fields as toxicology, chemistry, pathology, developmental biology, microbiology, teratology, and computer technology.
9. Conduct appropriate sampling and monitoring of pollutants identified during the inspection or evaluation that are in a permit or an enforcement order using approved EPA methods and QA/QC procedures, and following appropriate health and safety procedures.

Task Area V - Compliance Assurance

The Contractor shall develop targeting strategies focusing compliance assurance and enforcement resources for environmentally significant facilities through risk-based analyses. The Contractor shall develop recommended targeting approaches intended to result in high compliance rates, ecosystem protection, and environmental justice. This problem identification and baseline development work may include the identification of the environmental problem, justification for selecting the problem, desired outcomes in addressing the problem, compliance assurance and enforcement tool selection which will lead to the desired outcomes. Specifically, the Contractor shall:

1. Identify pervasive noncompliance problems causing risk to human health and the environment through analysis and documentation of specific and general data to help EPA identify non-complying sectors, geographic areas to include environmental justice, and specific facilities. Examples of such data analyses include data screening, data trend analysis, statistical analysis, selective retrieval, and preparation of special displays.

2. National Initiatives Support. The Contractor shall provide support to OECA's National Initiatives (formerly called Priorities). The Contractor shall develop targeting strategies focusing on compliance assurance and enforcement resources on environmentally significant facilities through risk-based analyses. The Contractor shall develop recommended targeting approaches intended to result in high compliance rates, ecosystem protection, and environmental justice. This problem identification and baseline development work may include the identification of the environmental problem, justification for selecting the problem, desired outcomes in addressing the problem, and compliance assurance and enforcement tool selection which will lead to the desired outcomes.

3. The Contractor shall also provide support in reviewing, organizing, and summarizing materials received in response to enforcement or compliance information collection activities, such as responding to Congressional requests for information.

4. Update compliance status and support of processes designed to compel those parties not complying to meet regulations, permit terms, and/or settlement/order requirements.

5. Prepare reports on above processes for use by EPA in determining compliance monitoring, targeting or incentive policies.

6. Perform root cause analysis to better understand reasons for non-compliance monitoring, with environmental regulations.

7. Develop risk-based measures for compliance assistance, monitoring, and enforcement activities to include data analysis to measure the success of national and state compliance and enforcement programs.

8. Perform analysis of the Compliance Assistance (CA) data, including: trend analysis, statistical analysis; and other specific data analyses as directed to help assess the CA program results. The contractor shall assess existing and alternate measurement collection methods. The contractor shall collect data in form follow-up surveys and other methods consistent with Agency approved Information Collection Requests (ICR) to help measure the effectiveness of CA activities.

9. Sector-Based Support. The Contractor shall develop recommended inspection guidance, compliance assistance tools, and compliance monitoring techniques. In addition, the contractor shall perform sector multi-media analyses and conduct environmental footprint analyses using both EPA and non-EPA data. The Contractor shall:

- a. Develop and implement industry surveys and analyses to further refine

OECA's understanding of noncompliance issues potentially identified through earlier screening methods.

b. Develop, revise or evaluate reference or guidance materials, inspection guidelines, and communication strategies with a particular emphasis on OECA's national enforcement initiative strategies.

c. Develop industry sector notebooks, emerging sector reports, or profiles providing sector-based information such as basic process knowledge, compliance and enforcement profiles, pollutant release data, ongoing compliance initiatives, and pollution prevention innovations.

d. Identify industry sector universe information, such as the size of the sector, geographic distribution, production and financial information on both facilities and sector-wide basis. The Contractor may also identify information such as the applicable regulations that are designed to address the environmental problems, and the sectors difficulties complying with those regulations as part of problem identification baseline development.

e. Identify and analyze specific processes within industries, such as municipal waste water treatment system capacity issues where compliance is difficult, expensive, or controversial to maintain, and identification of the appropriate efforts necessary to achieve compliance.

10. Organize and facilitate focus groups with interested stakeholders to provide input on issues related to compliance assistance and compliance monitoring activities.

11. Develop and implement pilot projects in order to evaluate compliance assistance and compliance monitoring activities.

12. Perform or review risk assessments to characterize the human and ecological effects of industry sector activities.

13. Perform special data analysis and/or information gathering studies to support the program's compliance assistance and compliance monitoring activities.

14. Support EPA in assessing the success of measuring the benefits of compliance assistance and compliance monitoring activities.

15. Provide technical support for the preparation of ICRs.

Task Area VI - Outreach

The Contractor shall provide support to EPA's enforcement and compliance outreach activities. These activities may be the result of analysis performed in the problem identification and baseline development phase. The mission of the sector-based outreach activities is to clearly focus the presentation and communication of environmental requirements to the regulated community and to deliver clear, concise, industry-specific technical and regulatory information to states, regions, the regulated community, and the public. This communication shall include information about EPA programs, products produced through partnering with

outside organizations, and materials developed by other organizations. The Contractor shall assist EPA in the following areas:

1. Compliance Assistance Centers. Develop and/or update materials for use by the Compliance Assistance Centers (www.assistancecenters.net) and Clearinghouse (www.epa.gov/clearinghouse). Materials may include: Internet Web sites, telephone assistance lines, fax-back systems and email discussion groups.

a. Develop or expand the Compliance Assistance Centers and the National Environmental Compliance Assistance Clearinghouse;

2. Web-based communication. Develop publications and websites for outreach about EPA programs, including compliance and sector information. Examples of such Programs, include the Assistance Centers, Compliance Incentives Policy, the Self-Auditing Policy, Small Business and Small Community Policy.

a. Review and edit existing documents to make them available to the public through Internet sites and EPA Web Servers;

b. Load EPA outreach materials and documents onto the EPA Intranet; update home pages and documents already on EPA Web Servers;

3. Develop marketing plans for compliance assistance on a sector, environmental problem, or other basis. This marketing plan should include the development of outreach strategies and outcome measures, and measures of effectiveness which support at a minimum, EPA's Strategic Plan, Goal 5 Compliance and Environmental Stewardship. The measures should also help test the progress towards the other four goals of the Agency (Clean Air and Global Climate Change, Clean and Safe Water, Land Preservation and Restoration, and Healthy Communities and Ecosystems);

4. Provide support to EPA in development of customer outreach hotline tools.

All responses to inquiries over the hotline shall contain EPA approved information. At no time shall contractor staff respond with opinions, whether they be the personal opinions of the contractor staff members, the opinions of the contractor as a corporate entity, or the personal opinions of government officials or representatives who have assisted in providing the response. Contractor shall be especially alert to insure that opinions concerning EPA policy and policy interpretations of statutes or regulations are not part of any response to persons seeking assistance. Any information request, especially involving legal, policy interpretations and/or a highly technical response that cannot be answered readily from EPA approved materials shall be referred to the appropriate EPA personnel to obtain a response. Information requests which are forwarded to EPA personnel will be documented, along with the response, in the Weekly Report or other report designated by the Government. The Government shall furnish the contractor with a list of subject-matter contacts within EPA (including the regions, where appropriate) to consult when researching answers to questions. The contractor shall maintain this list and shall provide the Project Officer with an updated contact list upon request and at the conclusion of the contract.

5. Develop scripts and provide access to production facilities and actors to produce video presentations, interactive videos and CDs, dealing with compliance

assurance for training outreach;

6. Provide information and tools to encourage participation in compliance assistance activities;

7. Provide access to compliance assistance experts.

Task Area VII - Planning, Measurement, Program Management, and Analysis Support

1. Performance-Based Measurement and Environmental Benefits Analysis. The contractor shall support the development of output and outcome indicators that allow OECA to measure the performance of compliance and enforcement activities by EPA and the States. The Contractor shall perform analyses of new measures proposed by third parties assessing their effectiveness, accuracy, and cost-effectiveness. The Contractor shall develop baseline information, complete trend analyses or environmental benefits information and identify data collection/reporting process improvements and verification points. The contractor shall provide statistical and other analytic support to assist in the development or assessment of statistically valid non-compliance rates.

2. Analysis of Environmental Benefits of Enforcement and Compliance Activities. The Contractor shall support the measurement, analysis and reporting of the environmental benefits of enforcement and compliance activities. The contractor shall identify methods or models for estimating human health and ecosystem benefits of pollutant reductions, assess the ability of those methods or models to produce viable estimates based on emissions reductions stemming from enforcement and compliance activities, develop new methodologies where necessary and develop human health and ecosystem benefits estimates using the appropriate methods or models.

a. The Contractor shall support the development of models, tools, or reports that help demonstrate the enforcement and compliance program's contribution to solving an environmental or compliance problem in a specific sector, geographic area, or other priority focus areas.

b. The Contractor shall support data quality activities (quality assurance and quality control) relating to the performance measurement. This shall include development of processes or methodologies for ensuring and verifying the quality of data and outcome estimates (e.g., pollutant reductions) and implementation of the processes or methodologies to actually verify the quality of a specific set of data or benefit estimates.

3. Program Management Support. The Contractor shall provide ad hoc Program Management Support to evaluate program policies and procedures in terms of function effectiveness, and conformance; coordinate, analyze and document program activities; prepare and administer surveys, conduct studies, and recommend options for administrative management improvements, develop software applications (e.g., Lotus Notes, Access, Excel, etc.) to improve administrative efficiencies.

4. Analysis of Data and Results from State Review Framework (SRF) Reports. The Contractor shall provide statistical analysis of data and findings from SRF reports

and enforcement data systems. The contractor shall analyze the reports and information contained in the SRF Tracker database to provide information on recurring issues, trends, and patterns of behavior.

IV. Requirements

EPA shall make all final determinations, judgments and decisions under the contract. EPA shall carefully and critically review all analyses, assessments, options, recommendations, reports, training materials and drafts prepared by the contractor prior to EPA making its final determinations. The Contractor shall not publish or otherwise release, distribute, or disclose any work product generated under this contract without obtaining EPA's express written approval. When submitting recommendations, the Contractor shall explain alternatives, describe procedures used to arrive at recommendations, summarize the substance of deliverables, report any dissenting views, list sources relied upon, and detail the methods and considerations upon which the recommendations are based.

In no event shall the contractor provide legal services or offer any legal interpretations under this contract without the prior written approval of the Office of General Counsel.

The purpose of the Quality Assurance (QA) Plan is to provide a blueprint for planning, implementing, and assessing the quality system for the programs administered by the Office of Compliance.

It is the policy of OECA that QA activities shall be conducted to assure environmental data generated, processed or used for its program requirements will be of known quality, and will achieve prescribed data quality objectives. Furthermore, the data will be adequate and sufficient for their intended use.

For each Work Plan that generates or analyzes compliance/enforcement data, the contractor shall include:

1. a description of how the compliance/enforcement data will be generated by the contractor;
2. a requirement that the contractor prepare a QA Plan;
3. for data from EPA databases this shall include the report, documentation of select logic, and pull/refresh dates;
4. for data from other sources (e.g., Websites, publications) appropriate source information shall also be maintained.

The contractor is responsible for preparing a QA Project Plan in accordance with the EPA document, "Guidance for Quality Assurance Project Plans"; EPA QAIG-5, December 2002. <http://www.epa.gov/quality/qs-docs/g5-final.pdf>

V. Reference Documents

A. OECA Database Systems

Air Facility System (AFS): The Air Facility System is the official EPA national database for compliance and enforcement information on all major stationary

sources of air pollution. AFS was originally introduced to users in 1990. AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. AFS runs on an IBM mainframe computer and is supported by an ADABAS database and the NATURAL programming language.

Applicability Determination Index (ADI): A database that contains memoranda issued by EPA on applicability and compliance issues associated with the New Source Performance Standards (NSPS), National Emissions Standards for Hazardous Air Pollutants (with categories for both NESHAP, Part 61, and MACT, Part 63), and chlorofluorocarbons (CFC).

Enforcement and Compliance History Online (ECHO): A Web-based tool that provides the public with compliance, permit, and demographic data for approximately 800,000 facilities regulated under the Clean Air Act stationary source program, the Clean Water Act direct discharge program, and the Resource Conservation and Recovery Act hazardous waste generation program. NetDMR

Integrated Compliance Information System (ICIS): EPA is in the process of modernizing its enforcement and compliance data systems. The product of that modernization is ICIS, a Web-based system that will integrate data currently located in more than a dozen separate data systems. The first phase of ICIS was completed June 2002, with other phases to be completed in later years. ICIS is a Web-based system using an ORACLE database, Java and a report generator called Business Objects

Integrated Data for Enforcement Analysis (IDEA): Pulls data from the many separate media systems and integrates the data to produce multimedia reports. Multimedia reports can be produced for particular facilities or for types of activities. (Mainframe: PL/1 and C++)

Online Tracking Information System (OTIS): A collection of search engines that enables EPA staff, state/local/tribal governments and Federal agencies to access a wide range of data relating to enforcement and compliance. OTIS also includes original content which allows virtual integration of smaller databases with other OECA systems. Include project management tools such as, State Review Framework (SRF), and the Watch List. Please note that this site is for state and federal use. (Perl, MyRQL)

Permit Compliance System (PCS): A national information system that contains data which supports the National Pollutant Discharge Elimination System (NPDES) program under the Clean Water Act. PCS tracks permit issuance, permit limits, self monitoring data, and enforcement and inspection activity for facilities regulated under the CWA. PCS contains records on more than 135,000 permits nationwide. PCS currently runs on an IBM mainframe computer and is supported by an ADABAS database and the NATURAL and COBOL programming languages. PCS is being modernized into a Web-based system using an ORACLE database, Java and a report generator called Business Objects as phase II of ICIS.

Resource Conservation and Recovery Act Info (RCRAInfo): Hazardous waste data can be accessed through RCRAInfo. RCRAInfo provides access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid

Waste Amendments (HSWA) of 1984. RCRAInfo replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). (ORACLE)

Safe Drinking Water Information System/Federal (SDWIS/FED): EPA's national data base for the Public Water System Supervision Program. It includes inventory, compliance, and enforcement information on the nation's 170,000 public water systems. SDWIS/FED is an exceptions-based system that for the most part receives data directly from SDWIS/STATE or data transfer from a state's system. The SDWIS/STATE version is a data base that was designed for the states to help them implement their drinking water program and fulfill EPA's reporting requirements. The Significant Non Compliance (SNC) Exceptions Tracking System (SETS) is a sub-system of SDWIS/FED that generates/tracks significant non-compliers.

Section 7 Tracking System (SSTS): The only automated system EPA uses to track pesticide producing establishments and the amount of pesticides they produce. SSTS records the registration of new establishments and records pesticide production at each establishment. SSTS currently runs on an IBM mainframe computer and is supported by an ADABAS database and the NATURAL programming language.

National Compliance Data Base System (NCDB)/ FIFRA/TSCA Tracking Systems (FTTS) tracks State pesticide grant activity for the National Pesticides Compliance and Enforcement program.

Laboratory Information and Study Audit (LISA) Database: Maintain records of test substance chemicals and their metabolites, the registrants and sponsors of these chemicals, and the laboratories employed by the sponsors to test these chemicals. LISA also maintains EPA inspection findings, the identity of the inspection team, and the dates the inspection was conducted.

CENSUS data - CENSUS Bureau

CDX - Central Data Exchange

National Environmental Information Exchange Network (NetDMR) .- web-based tool that allows users to manage the NPDES program.

B. Websites

The following is a list of websites which may be useful in understanding OECA and this requirement as it relates to OC.

www.assistancecenters.net

www.epa.gov/clearinghouse

www.epa.gov/compliance

www.epa.gov/echo

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-5	APR 1984	INSPECTION OF SERVICES--COST-REIMBURSEMENT

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER

F.2 REPORTS OF WORK (EPAAR 1552.210-70) (APR 1984) ALTERNATE I (APR 1984) DEVIATION

The Contractor shall prepare and deliver the below listed reports to the designated addressees. Each report shall cite the contract number and identify the Environmental Protection Agency as the sponsoring agency.

Required reports are described in Attachment 3.

F.3 MANAGEMENT CONSULTING SERVICES (EPAAR 1552.210-78) (APR 1985)

All reports containing recommendations to the Environmental Protection Agency shall include the following information on the cover of each report: (a) name and business address of the contractor; (b) contract number; (c) contract dollar amount; (d) whether the contract was subject to full and open competition or a sole source acquisition (e) name of the EPA Project Officer and the EPA Project Officer's office identification and location; and (f) date of report.

F.4 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996)

(a) The Contractor shall furnish three (3) copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount

currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the fifteenth (15th) of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

Number of Copies:

1

1

1

Recipients:

Work Assignment Manager

Project Officer

Contracting Officer

F.5 WORKING FILES (EPAAR 1552.211-75) (APR 1984)

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F.6 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from June 6, 2011 through June 5, 2013 months exclusive of all required reports.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)**

(a) The term "fee" in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.

(b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.211-73, "Level of Effort--Cost-Reimbursement Term Contract."

G.2 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996)

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 25 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c) (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each

major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c) (2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e) (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.3 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
Chief, Cost and Rate Negotiation Service Center
Office of Acquisition Management (3802R)
Ariel Rios Building

1200 Pennsylvania Avenue, N.W.
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Indirect Rate Category	Rate	Allocation Base Description
(b)(4)		

The ceiling rates specified above will remain in effect through the base period of the contract or until a change in the cost centers or a new negotiated indirect cost rate agreement necessitates that the ceilings be renegotiated.

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the

current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Indirect Rate Category	Rate	Allocation Base Description
(b)(4)		

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

G.4 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

Willie Griffin
 US EPA Headquarters
 Mail Code: 2221A
 1200 Pennsylvania Avenue, N.W.
 Washington, D.C. 20460

Phone: (202) 564-2077
Email: griffin.willie@epa.gov

Alternate Project Officer:

Lorna Washington
US EPA Headquarters
Mail Code: 2221A
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

Phone: (202) 564-1386
Email: washington.lorna@epa.gov

Administrative Contracting Officer:

Cara Lynch
US EPA Headquarters
Mail Code: 3803R
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

**G.5 CONTRACTOR PERFORMANCE INFORMATION (EPAAR 1552.242-71-DEV) (MAY 2010)
DEVIATION**

As prescribed in section 1542.1504, insert the following clause in all applicable solicitations and contracts.

Contractor Performance Information (DEV)

(a) In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15 and EPAAR Deviation 1542.15, past performance evaluations shall be prepared and submitted electronically to the Past Performance Information Retrieval System (PPIRS). The process for submitting evaluation reports to PPIRS shall be through use of the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS.

Using CPARS, EPA shall evaluate contractor performance using the following evaluation factors as applicable: Technical (Quality of Product), Product Performance, Systems Engineering, Software Engineering, Logistic Support/Sustainment, Product Assurance, Other Technical Performance, Schedule, Cost Control (Not Applicable for Firm-Fixed Price or Firm-Fixed Price with Economic Price Adjustment), Management, Management Responsiveness, Subcontract Management, Program Management and Other Management, Other Areas, and Utilization of Small Business.

Each evaluation factor shall be rated in accordance with a five scale rating system: Red/Unsatisfactory, Yellow/Marginal, Green/Satisfactory, Purple/Very Good, and Dark Blue/Exceptional, N/A = Not Applicable. Plus or minus signs may be used to indicate an improving (+) or worsening (-) trend insufficient to change assessment status.

(b) The contractor shall designate representatives to whom the evaluations will

be sent automatically and electronically. The name, title, e-mail address and phone number of the designated contractor representative shall be provided to the contracting officer who will, in turn, provide that information to their CPARS Focal Point administrator for authorization access. Any changes in designated contractor personnel shall be the sole responsibility of the contractor to inform the contracting officer and the CPARS Focal Point.

The contractor has thirty (30) calendar days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The response shall be sent through CPARS.

The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) calendar days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and finalize the evaluation in CPARS after expiration of the specified 30 calendar days.

If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the contract level contracting officer's representative and/or applicable official, shall initially try to resolve the disagreement with the contractor.

If the disagreement is not resolved between the contractor and the contracting officer, the matter will be referred, as promptly as possible, to the Reviewing Official (an official at least one level above the contracting officer or contract specialist) for resolution.

The Agency Reviewing Official shall record a determination in CPARS. The ultimate conclusion on the performance evaluation is a decision of the EPA.

The contracting officer shall complete the Agency review and finalize the evaluation in CPARS after the contracting officer receives the Agency Reviewing Official's determination.

An interim or final report is considered completed after the contracting officer finalizes the evaluation in CPARS.

(end of clause)

G.6 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (SEP 2009)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The following data will be furnished to the Contractor on or about the time indicated:

Not Applicable.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling 1-888-546-8740.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H.2 PRINTING (EPAAR 1552.208-70) (DEC 2005)

(a) *Definitions.*

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would

be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document) that is not prohibited from printing under EPA contracts.

(b) *Prohibition.*

(1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing if it is deemed appropriate to exceed the duplication thresholds. Duplication services of "incidentals" in excess of the thresholds, are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)
ALTERNATE I (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.4 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.5 LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT) (EPAAR 1552.209-74) (OCT 2005) ALTERNATE V (APR 2004)

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) During the life of the contract, unless prior written approval is obtained from the cognizant EPA Contracting Officer, the contractor shall not enter into a contract: (1) with owners or operators of facilities which may be regulated parties under the Clean Air Act (CAA); Clean Water Act (CWA); Emergency Planning and Community Right-to-Know (EPCRA); Federal Insecticide, Fungicide, Rodenticide Act (FIFRA); Resources Conservation and Recovery Act (RCRA); Safe Drinking Water Act (SDWA); Marine Protection, Research and Sanctuary Act (MPSRA); Oil Pollution Act (OPA); and/or the Toxic Substances Control Act (TSCA); 2) private entities that have a financial interest in or a business relationship with any such regulated parties; or 3) private entities that otherwise are stakeholders in some aspect of the OC Programs.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse

determination.

H.6 OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984) DEVIATION

The Government has the option to extend the term of this contract for two (2) additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows:

<u>Period</u>	<u>Start Date</u>	<u>End Date</u>
Base Period	June 6, 2011	June 5, 2013
Option Period I	June 6, 2013	June 5, 2015
Option Period II	June 6, 2015	June 5, 2016

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort as follows:

<u>Period</u>	<u>Level of Effort (hours)</u>
Base Period	13,436 hours
Option Period I	13,436 hours
Option Period II	6,718 hours

(c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fee for each option period as follows:

<u>Period of Performance</u>	<u>Cost</u>	<u>Fixed Fee</u>	<u>Total</u>
Option Period I	(b)(4)		\$1,277,624
Option Period II			\$658,197

(d) If this contract contains "not to exceed amounts" for elements of other direct costs (ODC), those amounts will be increased as follows:

Not Applicable

(End of clause)

H.7 OPTION FOR INCREASED QUANTITY--COST-TYPE CONTRACT (EPAAR 1552.217-73) (JUN 1997)

(a) By issuing a contract modification, the Government may increase the estimated level of effort by:

<u>Period</u>	<u>Level of Effort (hours)</u>
Base Period	13,380 hours
Option Period I	13,380 hours
Option Period II	6,690 hours

The Government may issue a maximum of five (5) orders to increase the level of effort. Orders will be issued in increments as listed below:

<u>Period</u>	<u>Ordering Increments (hours)</u>
Base Period	2,676 hours
Option Period I	2,676 hours
Option Period II	1,338 hours

(b) When these options are exercised, paragraph (a) of the "Level of Effort" clause and the "Estimated Cost" clause will be modified accordingly.

<u>Period of Performance</u>	<u>Cost</u>	<u>Fixed Fee</u>	<u>Total</u>
Base Period	(b)(4)		\$1,209,867
Option Period I			\$1,277,885
Option Period II			\$658,279

The estimated cost and fixed fee per increment for each option period is as follows:

<u>Period of Performance</u>	<u>Cost</u>	<u>Fixed Fee</u>	<u>Total</u>
Base Period	(b)(4)		\$241,973.40
Option Period I			\$255,577.00
Option Period II			\$131,656.00

(c) If this contract contains "not to exceed amounts" for elements of other direct costs (ODCs), those amounts will be increased as follows:

Not Applicable

H.8 SMALL DISADVANTAGED BUSINESS TARGETS (EPAAR 1552.219-73) (OCT 2000)

(a) In accordance with FAR 19.1202-4(a) and EPAAR 52.219-72, the following small disadvantaged business (SDB) participation targets proposed by the contractor are hereby incorporated into and made part of the contract:

Contractor Targets	NAICS industry subsector(s)	Dollars	Percentage of Total Contract Value
Total Prime Contractor Targets (Including joint venture partners and team members)	541620	(b)(4)	
Total Subcontractor Targets			

(b) The following specifically identified SDB(s) was (were) considered under the Section - SDB participation evaluation factor or subfactor (continue on separate sheet if more space is needed):

- (1) (b)(4)
- (2)
- (3)
- (4)
- (5)

The contractor shall promptly notify the contracting officer of any substitution of firms if the new firms are not SDB concerns.

(c) In accordance with FAR 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting, the contractor shall report on the participation of SDB concerns in the performance of the contract no less than thirty (30) calendar days prior to each annual contractor performance evaluation [contracting officer may insert the dates for each performance evaluation (i.e., every 12 months after the effective date of contract)] or as otherwise directed by the contracting officer.

H.9 INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000)

(a) (1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

H.10 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set

forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.11 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.12 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-73) (APR 1996)

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA Information Security Manual." These procedures include applying for FIFRA CBI access authorization for each individual working under the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-77 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

H.13 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR 1552.235-76) (APR 1996)

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of this contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.14 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997)

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy

of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

H.15 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (DEC 1997)

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security

procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

(1) The Contractor submits a timely written request for an equitable adjustment; and,

(2) The facts warrant an equitable adjustment.

**H.16 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79)
(APR 1996)**

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.17 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000)

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

H.18 TECHNICAL DIRECTION (EPAAR 1552.237-71) (AUG 2009) DEVIATION

Technical Direction (AUG 2009)

(a) Definitions.

Contracting officer technical representative (COTR), means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

Task order, as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The contracting officer technical representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

(1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any task order there under. The contracting officer technical representative(s) does not have the authority to issue technical direction which:

(1) Requires additional work outside the scope of the contract or task order;

(2) Constitutes a change as defined in the "Changes" clause;

(3) Causes an increase or decrease in the estimated cost of the contract or task order;

(4) Alters the period of performance of the contract or task order; or

(5) Changes any of the other terms or conditions of the contract or task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the contracting officer technical representative.

(e) If, in the contractor's opinion, any instruction or direction by the contracting officer technical representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

(1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;

(2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or

(3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.

(f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.

(g) Any action(s) taken by the contractor, in response to any direction given by

any person acting on behalf of the government or any government official other than the contracting officer or the contracting officer technical representative, shall be at the contractor's risk.

(End of clause)

H.19 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

- (a) The Contractor shall assign to this contract the following key personnel:

Program Manager (b)(4)
Deputy Program Manager (b)(4)
Project Key Personnel (b)(4)

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.20 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement

to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.21 GOVERNMENT - CONTRACTOR RELATIONS (JUN 99) (EPAAR 1552.237-76) (JUN 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within five(5)calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

H.22 REHABILITATION ACT NOTICE (EPAAR 1552.239-70) (OCT 2000)

(a) EPA has a legal obligation under the Rehabilitation Act of 1973, 29 U.S.C. 791, to provide reasonable accommodation to persons with disabilities who wish to attend EPA programs and activities. Under this contract, the contractor may be required to provide support in connection with EPA programs and activities, including conferences, symposia, workshops, meetings, etc. In such cases, the contractor shall, as applicable, include in its draft and final meeting

announcements (or similar documents) the following notice:

It is EPA's policy to make reasonable accommodation to persons with disabilities wishing to participate in the agency's programs and activities, pursuant to the Rehabilitation Act of 1973, 29 U.S.C. 791. Any request for accommodation should be made to the specified registration contact for a particular program or activity, preferably one month in advance of the registration deadline, so that EPA will have sufficient time to process the request.

(b) Upon receipt of such a request for accommodation, the contractor shall immediately forward the request to the EPA contracting officer, and provide a copy to the appropriate EPA program office. The contractor may be required to provide any accommodation that EPA may approve. However, in no instance shall the contractor proceed to provide an accommodation prior to receiving written authorization from the contracting officer.

(c) The contractor shall insert in each subcontract or consultant agreement placed hereunder provisions that shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

H.23 ACCESS TO EPA COMPUTERS (EP 52.239-101) (FEB 1986)

The personnel listed below have been authorized access to EPA computers in the performance of this contract. In the event of changes to this listing through a reassignment, resignation, termination, completion of a task or any other reason making such access unnecessary, the Contractor shall immediately notify the Contracting Officer.

TO BE DETERMINED

H.24 EPA SPONSORED MEETING, WORKSHOPS, AND CONFERENCES (LOCAL LW-31-15) (DEC 2001) DEVIATION

If this contract requires contractor support for any EPA-sponsored meetings, workshops, conferences, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. The EPA Project Officer or Work Assignment Manager will determine and advise the contractor when Federal facilities are not available.

Except for contractors, experts, consultants, or subcontractors or other personnel necessary for performance of the work called for by this contract, the cost of travel, food, lodging, etc., for other participants or attendees shall not be allowable costs under this contract. All such required personnel for which costs are being claimed must be approved by the Project Officer.

The cost of beverages, food, refreshments, etc., consumed by participants or attendees at the workshops, meetings, or conferences shall not be an allowable charge under this contract (i.e., refreshments versus per diem or subsistence costs).

Any registration fees must be approved by the Contracting Officer. If approved, fees collected must be accounted for and turned over to the EPA Finance Office. They may not be used to offset any of the cost for performing the contract.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2007	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	APR 2010	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.203-14	DEC 2007	DISPLAY OF HOTLINE POSTER(S)
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	APR 2008	CENTRAL CONTRACTOR REGISTRATION (APR 2008)
52.204-9	SEP 2007	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.204-10	SEP 2007	REPORTING SUBCONTRACT AWARDS
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.215-2	MAR 2009	AUDIT AND RECORDS--NEGOTIATION
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-15	OCT 2004	PENSION ADJUSTMENT AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT

52.216-8	MAR 1997	FIXED FEE
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	SEP 2009	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.222-3	JUN 2003	CONVICT LABOR
52.222-26	MAR 2007	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL ALTERNATE V (DEC 2007)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.228-7	MAR 1996	INSURANCE--LIABILITY TO THIRD PERSONS
52.230-2	OCT 2010	COST ACCOUNTING STANDARDS
52.230-3	OCT 2008	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-17	OCT 2008	INTEREST
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2008	PROMPT PAYMENT
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS
		TRANSFER--CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)
52.244-2	JUN 2007	SUBCONTRACTS (JUNE 2007)
52.245-1	JUN 2007	GOVERNMENT PROPERTY
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)

52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (APR 1984) DEVIATION

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract. If the subcontract is awarded under the Mentor Protégé Program and is \$1,000,000 or less, competition is not required.

I.3 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (APR 2010) DEVIATION

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111- 5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d) (2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212(a));

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(vii) [RESERVED]

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.4 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006) (FAR 52.247-67) (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid-

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to--

U.S. EPA
ATTN: Cara Lynch
1300 Pennsylvania Ave, N.W.
Mail Code: 3803R
Washington, D.C. 20004

I.5 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

I.6 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

<u>Attachment Number</u>	<u>Title</u>
1	Invoice Preparation Instructions
2	Reports of Work

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 Reference Statement

The Representations, Certifications, and other Statements of Offerors completed by the contractor as part of the response to the RFP PR-HQ-10-11235 are incorporated by reference into this contract by reference.

ATTACHMENT 1

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS
SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.

- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are
for appropriate purposes and in accordance
with the agreements set forth in the
contract."

(Name of Official)

(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in (11) above.

**INVOICE PREPARATION INSTRUCTIONS
SF 1035**

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice

as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor dollars billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates

due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.

- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 2

REPORTS OF WORK

EP-W-11-044

REPORT DESCRIPTION (REPORT OF WORK)

GENERAL

All reports and data prepared under this contract must be compatible for personal computers, e.g. Microsoft Word, WordPerfect 8.0. or Excel. Individual work assignments may require the delivery of study results in both hard copy and on disks compatible with EPA's mainframe computers.

WORK PLAN

1. Original Work Plan

The Contractor shall submit one copy of the work plan/cost estimates to the Contracting Officer for approval no-later than twenty-five(25) calendar days after the effective date of each work assignment order unless otherwise directed by the Contracting Officer. A copy of the plan shall also be submitted to the Project Officer. The work plan shall consist of the following:

- a. A brief narrative statement reflecting the methods and technical approach to be used by the Contractor in achieving the requirements set forth in the work assignment. This narrative shall include an introduction along with the planned project approach, schedule of work and staffing.
- b. The program schedule in sufficient detail to access each work assignment.
- c. An estimated cost budget breakdown for the work assignment with costs by each labor category, overhead, any special testing, travel, consultants and/or subcontractors, other direct costs, and estimated fee. Cost rates and extended totals for all direct cost elements should be included.

2. Revision to Work Plan

The Contractor shall submit revisions to the work plan described above (a) when the original work assignment is not approved by the Contracting Officer; (b) when directed by the Project Officer pursuant to the clause entitled "Technical Direction;" (c) whenever the contract requirements are changed by appropriate work assignment amendments; (d) as soon as it appears that actual costs expended plus projected costs to complete the work assignment may exceed the original approval work plan budget estimate; and/or when 75% of the

estimated hours to complete the assignment have been expended and an adjustment in the approved budget cost estimate would be required to complete the work. The Contractor may submit recommended revisions deemed desirable for optimum achievement of contract objectives. Every revision to the work plan shall be approved by the Contracting Officer prior to implementation by the Contractor.

3. Work Plan Approval

Approval of each work plan by the Government is contingent upon the proposed performance approach, schedule, staffing adequacy, estimated level of effort, and relative budget for accomplishing the assignment. Work plan approval does NOT constitute authorization to exceed the contract funded cost, not to perform outside the contract scope of work, nor does it constitute subcontractor consent. Also, the approval does not constitute a determination of the reasonableness of cost or allow ability, nor an agreement on the fee for the respective work assignment since the fee for providing the contract level of effort is set forth in the contract itself.

REPORTS OF WORK

Report By E-mail

During the period of performance of this contract, the Contractor shall immediately inform the Project Officer, Work Assignment Manager, and Contracting Officer by e-mail of any problems that may impede performance along with any corrective actions needed by the Contractor or EPA to solve the problem.

SUMMARY REPORTS

At the completion of each work assignment, the Contractor shall submit one copy of its proposed summary report to the Project Officer and the Work Assignment Manager for review, with a copy to the Contracting Officer.

The proposed report shall document in detail all of the work performed under the work assignment including data, analyses, and interpretations, as well as recommendations and conclusions based upon results obtained. The report shall include tables, graph, diagrams, sketches, curves, photographs and drawings in sufficient detail to comprehensively explain the results achieved under the work assignment. The report shall be

complete in itself and contain no reference, directly or indirectly, to the periodic reports. For the work assignments requiring quality assurance, the report shall describe the quality assurance procedures used and the validity and accuracy of the results.

After receipt of the Contractor's proposed summary report, the Contracting Officer, Project Officer, and Work Assignment Manager may require the Contractor to present, at a site chosen by the requester, an informal briefing and review of all work performed under the work assignment.

Approval or disapproval (in part or in total) of the summary report will be accomplished by the Project Officer within 30 calendar days after receipt. The Contractor shall correct disapproved reports and revised summary reports and resubmit them for review by the Contracting Officer and Project Officer within fifteen (15) calendar days following notification of the cited deficiency(ies) unless otherwise directed by the Contracting Officer, or Project Officer.

Within thirty (30) calendar days after notification of approval of the proposed report by the Contracting Officer, the Contractor shall distribute the specified number of copies, including a reproducible master copy, of the approved report to the people indicated below.

REPORT DISTRIBUTION

Nothing set forth herein regarding number of copies shall be construed as authority to disregard the provisions of the clause of this contract entitled "Printing."

Original Work Plan (and any Revisions)

<u>Addressee</u>	<u>Number of Copies</u>
Contracting Officer	(1)
Project Officer	(1)

Summary Report

<u>Addressee</u>	<u>Number of Copies</u>
Contracting Officer	(1)

Project Officer

(1)

NOTE: Additional people may be added to receive copies of the reports. Changes, if any, to the distribution list will be furnished by the Contracting Officer at a later date.

